

**MILLER & AXLINE**

A Professional Corporation

DUANE C. MILLER  
MICHAEL AXLINE

TRACEY L. O'REILLY  
DANIEL BOONE  
JUSTIN MASSEY  
BRYAN BARNHART  
DAVE E. BLUM  
MOLLY MCGINLEY HAN

April 11, 2016

**VIA EMAIL AND FEDERAL EXPRESS**

The Honorable Shira A. Scheindlin  
United States District Court  
Southern District of New York  
500 Pearl Street, Room 1620  
New York, New York 10007

Re: *In re Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*  
*Commonwealth of Pennsylvania v. Exxon Mobil Corp., et al.*  
MDL No. 1358; Case No. 1:14-cv-06228-SAS  
**Opposition to Lukoil Americas Corporation's Motion to Dismiss**

Dear Judge Scheindlin:

Plaintiff the Commonwealth of Pennsylvania respectfully seeks permission to supplement the Declaration of Molly McGinley Han in Support of the Commonwealth's Opposition to Lukoil Americas Corporation's (LAC) Motion to Dismiss for lack of personal jurisdiction with a document discovered by a document reviewer on Friday while reviewing hundreds of thousands of pages of documents and several terabytes of electronic information the Commonwealth obtained from the Trustee in Bankruptcy for Getty Petroleum Marketing, Inc. (GPMI). LAC did not provide this document in response to the Commonwealth's discovery.

The attached document, dated August 13, 2001, notifies the Moscow Narodny Bank Limited in London, England, of an Assignment by Lukoil Americas LLC (which became Lukoil Americas Corporation (LAC) through merger) to GPMI, of its rights and obligations under a gasoline supply contract between LAC and British Petroleum North America Petroleum (BPNAP). The Commonwealth only found the document after obtaining GPMI records from the bankruptcy trustee, transferring those records to a new storage location, and beginning a search of those records. For context, there are some 25,000 boxes of records and some three terabytes of ESI to be searched.

The document reveals that Lukoil Americas LLC (now LAC) entered into a supply contract with BPNAP on October 2, 2000, when LAC acquired GPMI and took it private. The document is evidence that, contrary to assertions made by LAC to this Court, LAC (which was

Honorable Shira A. Scheindlin  
April 11, 2016  
Page 2

---

then known as Lukoil Americas LLC) was supplying gasoline to the GPMI stations it was leasing in Pennsylvania and elsewhere, until at least May, 2001, when it apparently assigned the supply contract to GPMI.

We are submitting this request to supplement the Declaration of Molly McGinley Han in Support of the Commonwealth's Opposition to Lukoil Americas Corporation's Motion to Dismiss on shortened time because the Court's ruling on the motion to dismiss may be imminent.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Michael Axline".

Michael Axline  
Counsel for the Commonwealth of Pennsylvania

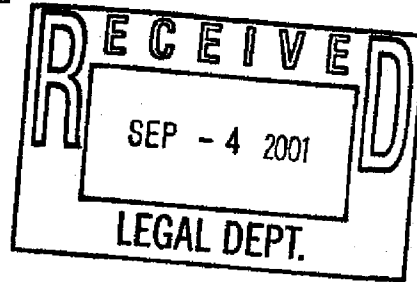
Enclosure

cc: All Counsel via File & ServeXpress

LEGAL  
COPY

## LUKOIL AMERICAS, LLC.

540 Madison Ave.,  
New York, NY 10022  
Tel (212) 421 4141  
Fax (212) 4214704



August 13, 2001

Moscow Narodny Bank Limited (the "Bank")  
81 King William Street  
London EC4N 7BG

Attention: C.Matsacos

Dear Sirs,

Re BP  
supply contract

Term contract dated 2<sup>nd</sup> October 2000 (the "Original Contract") between BP Exploration & Oil Inc. (doing business as BP North American Petroleum) ("BP NAP") and Lukoil Americas, L.L.C. ("Lukoil Americas"), Guarantee dated 2<sup>nd</sup> October 2000 (the "Guarantee") issued by OAO Lukoil ("Lukoil") in favour of BP NAP in connection with the Original Contract, and the Notice of Assignment dated 29<sup>th</sup> May 2001 executed by Lukoil Americas, Getty Petroleum Marketing Inc ("Getty") and BP NAP (the "Notice")

Under the Notice, Lukoil Americas, Getty and BP NAP agreed to Lukoil Americas assigning absolutely all of its rights under, and transferring all of its obligations relating to, the Original Contract to Getty. It was also agreed in the Notice that Getty would be bound by the terms of the Original Contract as if an original signatory thereto.

In this letter, the Original Contract, as amended and supplemented by the Notice, shall be referred to as the "Contract".

Lukoil confirms that it is aware of the Notice, consents to the transactions contemplated in the Notice and confirms that the term "Guaranteed Obligations", which is defined in the Guarantee, extends to all payment obligations of Getty (acting in its capacity as the assignee of Lukoil Americas under the Contract) arising from the purchase of Product (as defined in the Guarantee) from BP NAP under the Contract.

We refer to the Contract and the Guarantee and hereby irrevocably and unconditionally:

- (a) consent to BP NAP's from time to time assigning to Moscow Narodny Bank Limited of 81 King William Street, London EC4N 7BG, England (the "Assignee"), any or all of its rights under the Contract and the Guarantee (whether or not existing at the date hereof) to receive payments under the Contract and the Guarantee which would be otherwise payable to BP NAP to the extent the same relate to the Participation Percentage of any provisional invoice or final settlement invoice under the Contract (an "Assignment"); provided that all defenses available to Lukoil Americas and Getty under the Contract, and, with respect to the Guarantee to Lukoil, under the Guarantee shall be available in connection with any claim arising under the Assignment. For the avoidance of doubt, any such Assignment would in no way affect BP NAP's obligation to deliver oil products under and in accordance with the Contract;

- (b) agree that notwithstanding any other provision contained in this Consent Letter or any Assignment, (i) BPNAP and the undersigned shall at all times remain liable under the Contract and the Guarantee to perform all duties and obligations thereunder to the same extent as if no Assignment had been executed; (ii) the exercise by the Assignee of any of the rights pursuant to an Assignment shall not release BPNAP or the undersigned from any of its duties or obligations under the Contract and the Guarantee; and (iii) the Assignee shall not have any obligation or liability under the Contract and the Guarantee by reason of, or arising out of, any Assignment or this Consent Letter, and the Assignee shall not be obligated to perform any of the obligations or duties of BPNAP under the Contract and the Guarantee.
- (c) undertake, upon receiving any notice of an Assignment (each a "Notice of Assignment"), immediately to acknowledge such notice in writing to the Assignee, Attention: Christophe Matsacos, and
- (d) waive (and unconditionally and irrevocably undertake not to raise) any objection to any Assignment, whether on the grounds that consent thereto was not properly given or on any other grounds whatsoever except to the extent not made in accordance with the terms and conditions of this Assignment.

For the purposes of this Consent Letter:

"Participation Percentage" means the extent (expressed as a percentage) of the Assignee's participation in any provisional invoice or final settlement invoice under the Contract and claim for payment under the Guarantee, as may be set out in any Notice of Assignment;

BPNAP and the Bank agree to promptly provide to Getty notice of any Assignment(s). Each party hereto also confirms that the phrase "three publication dates", which appears in eight places within the "PRICE" section of the Original Contract is amended, effective as of October 2, 2000, to read in each such place, "five publication dates".

We each confirm that we have the power, authority and legal right, and have taken all necessary corporate steps and other actions (including obtaining all corporate and other consents and approvals) to authorize the execution and performance of this Consent Letter, such that this Consent Letter constitutes our legal, valid and binding obligations.

This Consent Letter is governed by and shall be construed in accordance with New York law.

Yours faithfully,

**LUKOIL AMERICAS, LLC**

By: 

Name: VADIM Glusman

Title: President

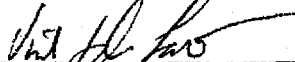
**AO LUKOIL**

By: 

Name: Rafiq Sofin

Title: First Vice President

**GETTY PETROLEUM MARKETING, INC.**

By:   
Name: Vincent De Laurentis  
Title: President

**BP EXPLORATION & OIL INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

We acknowledge receipt of the original of this Consent Letter, following which we confirm we are satisfied with the terms of the Guarantee.

**Moscow Narodny Bank Limited**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_